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OF COUNSEL
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November 14, 1991

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
Washington, D.C. 20554

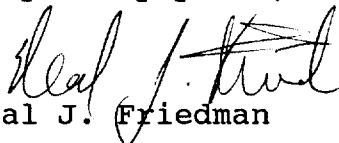
Re: Assignment of License, Avalon, NJ
(File No. BALH-910723HO)
Ocean Media, Inc.
New FM Station, Ocean City, MD
(File No. BPH-901224MF)
Webb Broadcasting, Inc.

Dear Ms. Searcy:

Transmitted herewith on behalf of Ocean Media, Inc. and Webb Broadcasting, Inc., applicants in the above-referenced proceedings, are an original and four (4) copies of their Joint Motion for Sanctions. Kindly direct this information to the Commission.

Should any questions arise concerning this matter please communicate directly with the undersigned.

Very truly yours,


Neal J. Friedman

Enclosures

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FM EXAMINER

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)

GROUP SIX COMMUNICATIONS, INC.,)
Assignor)

and)

OCEAN MEDIA, INC.,)
Assignee)

For Assignment of License of)
Station WWOC-FM, Avalon, NJ)

File No. BALH-910723HO

AND

WEBB BROADCASTING, INC.)

For Construction Permit for)
New FM Broadcast Station on)
Channel 295A at Ocean City, MD)

File No. BPH-901224MF

To: Chief, Mass Media Bureau

JOINT MOTION FOR SANCTIONS

Five Star Broadcasting, Inc. ("Five Star"), licensee of WDMV(AM), Pocomoke City, Maryland; Ocean Media, Inc. ("OMI"), proposed assignee of WWOC(FM), Avalon, New Jersey; Group Six Communications, Inc. ("Group Six"), licensee and proposed assignor of WWOC(FM), Avalon, New Jersey; and Webb Broadcasting, Inc. ("Webb"), an applicant for a new FM station on Channel 295A at Ocean City, Maryland, (and, collectively, "Movants") by their attorneys and pursuant to Section 1.80 of the Rules of the Commission hereby jointly move for sanctions against Robert L. Purcell and his counsel in connection with petitions to deny the WWOC(FM) assignment application and Webb's application for a

construction permit filed on October 28, 1991.^{1/} In support thereof the following is shown.

I. PURCELL AND HIS COUNSEL WILLFULLY AND KNOWINGLY FILED PETITIONS TO DENY THAT WERE PATENTLY DEFECTIVE.

1. On October 28, 1991 Purcell, by counsel, filed virtually identical petitions to deny the above-captioned application for assignment of license of WWOC(FM), Avalon, New Jersey from Group Six to OMI and Webb's above-captioned application for a construction permit for a new FM station at Ocean City, Maryland. As discussed more fully in separate motions to dismiss the petitions to deny filed contemporaneously with the instant motion^{2/}, Purcell willfully and knowingly filed petitions that were patently defective.

2. Section 309(d)(1) of the Communications Act of 1934, as amended, provides that a Petition to Deny must: (1) be filed by a party in interest; (2) be filed within the time period established in the Act or by the Commission; (3) contain specific allegations that the petitioner is a party in interest and that grant of the application would be prima facie inconsistent with the public interest, convenience and necessity; and, (4) be supported by the affidavit of a person or persons with personal knowledge thereof or documents of which official notice can be taken.

^{1/} For the convenience of the reader, copies of Purcell's petitions are attached as Exhibits 1 and 2.

^{2/} These motions are attached as Exhibits 3 and 4 for the convenience of the reader.

3. Purcell failed to meet even a single one of these criteria. He is not a party in interest under the law. He is neither a resident of the service area of either the Avalon station or the proposed Ocean City facility nor does his claimed economic injury (the alleged failure of Five Star, a corporation unrelated to Webb, OMI or Group Six, to pay a claimed debt) provide him standing. See FCC v. Sanders Brothers Radio Station, 309 U.S. 470 (1939). Purcell's petitions both fail to meet the established deadlines for timeliness pursuant to Section 73.3584 of the Rules of the Commission. At the time Purcell filed his petitions, the statutory deadline for petitions to deny the Webb application had long passed and the grant of the WWOC assignment application was a final order no longer subject to review by the Commission on its own motion. Nor has Purcell made any showing, compelling or otherwise, as to why he was unable to timely file either petition as required by Section 73.3584. Purcell fails to make any showing as to why grant of either the OMI or Webb applications would be inconsistent with the public interest, convenience and necessity as required by the Act. Indeed, it is only Purcell's private interest in collecting an alleged debt that is at issue. Finally, although Purcell has provided a boilerplate declaration, the alleged promissory note appended to his petition is not a document of which the Commission can take official notice. It is neither signed nor dated.

4. Purcell and his counsel knew or should have known that the petitions failed to meet even a single one of the basic re-

quirements set forth in the Act and the Commission's rules. Yet they blatantly ignored these procedural requirements in an attempt to abuse the Commission's processes.

II. PURCELL AND HIS COUNSEL WILLFULLY AND KNOWINGLY ABUSED THE COMMISSION'S PROCESSES BY ASSERTING THE PUBLIC INTEREST IN THE FURTHERANCE OF PURCELL'S WHOLLY PRIVATE INTEREST.

5. With a stunning sense of self-righteousness, Purcell claims "standing as a private attorney general with the right -- and perhaps the obligation -- to bring to the Commission's attention facts concerning the basic licensee qualifications of [OMI, Webb and their respective] principals." Petitions to deny at p. 2. This is an absurdity. Although Webb, OMI and Five Star have some principals in common, that is the beginning and end of the common thread. They are entirely separate corporations, formed in different states and for different purposes. Moreover, even a cursory examination of the alleged promissory note appended to the petitions would show that none of the principals of Five Star is personally liable on the note. Thus, assuming, arguendo, that the Five Star note is valid and enforceable under Maryland law, a finding that Five Star had defaulted on the note would have no bearing on the financial qualifications of either Webb or OMI.

6. What Purcell and his counsel are attempting to accomplish through these petitions should, by now, be readily apparent. They are attempting to abuse the Commission's processes for the sole purpose of collecting an alleged debt. The Commission has stated repeatedly that it is not the forum in which private contractual disputes are to be resolved and that these matters

are properly left to local courts. John L. Runner, Receiver (KBIF), 36 RR2d 773, 778 (1976); Transcontinental Television Corp. (WROC-TV), 21 RR 945, 956 (1961). By attempting to use the Commission as a debt collection agency, Purcell and his counsel have clearly abused the Commission's processes. The term "abuse of process," as the Commission has observed, "is a very broad concept, but generally can be defined as the use of a Commission process, procedures, or a rule to achieve a result which that process, or rule was not designed or intended to achieve or, or rule in a manner which subverts the underlying intended purpose of that process, procedure or rule." Silver Star Communications-Albany, Inc., 3 FCC Rcd 6342, 6352 (Rev. Bd. 1988) (internal citations and emphasis omitted).^{3/}

III. SANCTIONS ARE WARRANTED AGAINST PURCELL AND HIS COUNSEL FOR THEIR VIOLATIONS OF THE COMMISSION'S RULES.

7. Section 1.52 of the Rules of the Commission provides in pertinent part that:

^{3/} Dean Prosser has defined abuse of process this way:

The essential elements of abuses of process, as the tort has developed, have been stated to be: first, an ulterior purpose, and second, a willful act in the use of the process not proper in the regular conduct of the proceeding. ...

W. Prosser, Handbook of the Law of Torts § 121 at 857 (4th ed. 1971).

The Restatement of Torts describes abuse of process as "a legal process, whether criminal or civil, against another primarily to accomplish a purpose for which it is not designed." Restatement (Second) of Torts § 682 (1987).

The signature or electronic reproduction thereof by an attorney constitutes a certificate by him that he has read the document; that to the best of his knowledge and belief there is good ground to support it; and that it is not interposed for delay. If the original of a document is not signed or is signed with intent to defeat the purpose of this section, . . . it may be stricken as sham and false, and the matter may proceed as though the document had not been filed.

8. Section 1.80 of the Rules of the Commission provides for the assessment of a forfeiture against any person found to have violated the Act or any rule of the Commission. The use of the term "any person" in Section 1.80 establishes that the Commission's authority to impose forfeitures is not limited to licensees or applicants.

9. Purcell's petitions fit squarely into the category of sham pleadings as the Commission discussed the matter in detail in Referral of Questions from General Communications, Incorporated vs. Alascom, Inc. in the United States District Court for the District of Washington, 4 FCC Rcd 7447 (1988). The Commission observed that sham pleadings "raise issues that go to the heart of our administrative process and our ability to make the public interest determinations which the Communications Act entrusts to this Commission." Id. at 7452. The Commission noted as well that it must "strike a delicate balance" between the public's right to participate in its proceedings and its own duty to protect the public interest by not allowing its processes "to be obstructed or overwhelmed by captious or purely obstructive protests." Id. The Commission then set forth its standard for sham pleadings:

This standard includes determining whether the pleadings in question (a) were responsive to the issues in the proceeding, and (b) aided, or reasonably could have been expected to aid, in the resolution of legal, factual, or public policy questions.

Id. at 7453.


10. Purcell's petitions clearly do not fit the standard. There is no issue of financial qualifications in either the Avalon or Ocean City proceeding nor has Purcell succeeded in raising any legal, factual or public policy issues in either proceeding that require his intervention. For its part, Group Six, a ready, willing and able seller, has been dragged unwillingly into what is a purely private dispute between Purcell and Five Star. Purcell's petitions do fit the Commission's standard for sham pleadings. They are captious and purely obstructive. Purcell's petitions constitute an abuse of the Commission's processes for which sanctions are warranted pursuant to Section 1.80 of the Rules.

For the forgoing reasons, Movants respectfully request the imposition of sanctions against Purcell and his counsel including, but not limited to, reimbursement to Movants for their legal

expenses and out-of-pocket costs in connection with responding to Purcell's sham pleadings.


Respectfully submitted,

**FIVE STAR BROADCASTING, INC.
WEBB BROADCASTING, INC.
OCEAN MEDIA, INC.**

By 
Neal J. Friedman
Their Attorney

Pepper & Corazzini
Suite 200
1776 K Street, N.W.
Washington, DC 20006
(202) 296-0600

GROUP SIX, INC.

By 
James J. Freeman
Its Attorney

Reed, Smith, Shaw & McClay
1200 18th Street, N.W.
Washington, DC 20036
(202) 457-8624

November 14, 1991

EXHIBIT 1

BARAFF, KOERNER, OLENDER & HOCHBERG, P.C.

ATTORNEYS AT LAW

5335 WISCONSIN AVENUE, N.W., SUITE 300
WASHINGTON, D.C. 20015-2003

(202) 686-3200

B. JAY BARAFF
ROBERT L. OLENDER
JAMES A. KOERNER
PHILIP R. HOCHBERG
AARON P. SHAINIS
LEE J. PELTZMAN
MARK J. PALCHICK
ALAN E. ARONOWITZ

October 28, 1991

OF COUNSEL
ROBERT BENNETT LUBIC

FAX: (202) 686-8282

Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N. W.
Washington, D. C. 20554

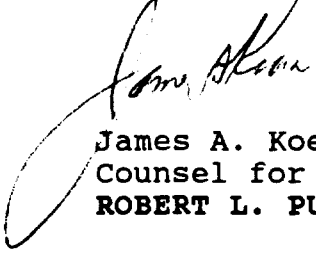
Re: File No. BPH-901224MF

Dear Ms. Searcy:

On behalf of Robert L. Purcell, there are transmitted herewith an original and four copies of a Petition to Deny the above-referenced application of Webb Broadcasting, Inc. for a Construction Permit for a new FM broadcast station to operate on Channel 295A at Ocean City, Maryland.

Should additional information be necessary in connection with this matter, please communicate with this office.

Very truly yours,



James A. Koerner
Counsel for
ROBERT L. PURCELL

Enclosures

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In re Application of)	
)	
WEBB BROADCASTING, INC.)	File No. BPH-901224MF
)	
For Construction Permit for)	
New FM Broadcast Station on)	
Channel 295A at Ocean City, MD)	

To: Chief, Mass Media Bureau

PETITION TO DENY

Robert L. Purcell ("Purcell"), by his attorneys, hereby respectfully requests that the above-captioned application be denied or designated for hearing on issues to determine the qualifications of the applicant, Webb Broadcasting, Inc., and its principals. In support hereof, the following is shown:

Purcell was the licensee of Radio Station WDMV(AM), Pocomoke City, Maryland. On May 29, 1987, pursuant to FCC consent, the station was sold to Five Star Broadcasting, Inc., the owners of which included Sidney Friedman, Franklyn Field and Anthony Guida, all of whom are principals in Webb Broadcasting, Inc., the above-captioned applicant. Five Star Broadcasting, and its principals, defaulted in payments to Purcell pursuant to a Promissory Note given in connection with the sale, and legal action has been initiated in the Circuit Court for Montgomery County, Maryland. Purcell claims standing to file the instant Petition as a party

aggrieved in light of the default by Five Star Broadcasting and its principals. Further, Purcell claims standing as a private attorney general with the right -- and perhaps the obligation -- to bring to the Commission's attention facts concerning the basic licensee qualifications of Webb Broadcasting, Inc. and its principals.

Attachment 1 hereto is a copy of the Complaint filed September 20, 1991 in the Circuit Court for Montgomery County, Maryland. Attached to it is a copy of the Promissory Note executed by Five Star Broadcasting in connection with its purchase of the Pocomoke City station. The Complaint also sets forth salient facts concerning the default and failure to cure. Principals of Five Star Broadcasting have repeatedly told Purcell that they simply cannot afford to make payments to him.

In the captioned application, the applicant has indicated that each of Sidney Frienman, Franklyn Field and Anthony Guida will make available to the applicant his pro rata share of \$263,675.00 or 100% of such amount. Presumably, it was on the basis of such representations by these principals that the applicant certified it was financially qualified to construct and operate the proposed station.

The affirmative response to the question concerning financial qualifications, and the representations of Messrs. Friedman, Field and Guida are clearly at odds with their admitted inability to make payments to Purcell.

In recent years, the Commission has been more and more concerned with applicants who certify as to financial

qualifications without any basis in fact for doing so. Indeed, it was for that reason, primarily, that the Commission modified its Form 301 to require additional financial information. Form 301 (Broadcast Construction Permit Application), 4 FCC Rcd 3853, 3858-59 (1989). Yet, as demonstrated herein, the system is far from perfect can still be misused by those who wish to do so. Applicants wittingly or otherwise, can be led into making affirmative financial certifications on the basis of representations made by individuals or entities who cannot or will not honor their financial commitments and have a history of failure to honor commitments. It would do the Commission scant good to issue a Construction Permit to an applicant who relied upon a commitment by another to make funds available if that other person either does not have the funds or decides at some later date not to make them available.

In light of the circumstances herein, it is respectfully requested that the Commission deny the above-captioned application or designate it for hearing to determine the basic qualifications of the applicant and its principals.

Respectfully submitted,

ROBERT L. PURCELL

By 

James A. Koerner

BARAFF, KOERNER, OLENDER
& HOCHBERG, P. C.
5335 Wisconsin Avenue, N.W.
Suite 300
Washington, D.C. 20015-2003
(202) 686-3200

October 28, 1991

15050.02\PETTODENY.PURCELL

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND
STATE OF MARYLAND, MONTGOMERY COUNTY TO WIT:

WRIT OF SUMMONS

Attachment 1

TO:

Case Number 88-111

Case Type CIVIL

NAME: FIVE STAR BROADCASTING INC.
ADDRESS: DEER SWAMP ROAD POLOMOK CITY MD 21851
PERSON SERVED: ANDREW DODD, RESIDENT AGENT

YOU ARE HEREBY SUMMONED TO FILE A WRITTEN RESPONSE BY
PLEADING OR MOTION IN THIS COURT TO THE ATTACHED COMPLAINT FILED BY
PURCELL ROBERT L.

WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU.

WITNESS, THE HONORABLE CHIEF JUDGE OF THE SIXTH JUDICIAL CIRCUIT
OF MARYLAND.

TO THE PERSON SUMMONED:

1. Personal attendance in the court on the day named is
not required.
2. Failure to file a response within the time allowed may
result in a judgment by default or the granting of the
relief sought against you.



Bettie A. Skelton

BETTIE A. SKELTON, CLERK
of the Circuit Court for
Montgomery County, Maryland
50 Courthouse Square
Rockville, MD 20850-2393

DATE ISSUED: 08/29/91

SHERIFF'S RETURN

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within
60 days after the date it is issued.
2. Proof of service shall set out the name of the person served,
date and the particular place and manner of service, if
service is not made, please state the reason(s).
3. Return of served or unserved process shall be made promptly and
in accordance with Rule 2-126.
4. If this summons is served by private process, process server
shall file a separate affidavit as required by Rule 2-126 (a).

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

ROBERT L. PURCELL
10510 Carrolton Road
Rockville, Maryland 20853

Plaintiff,

v.

FIVE STAR BROADCASTING, INC.
Dunn Swamp Road
Pocomoke City, Maryland

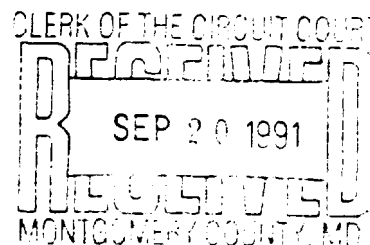
SERVE: Andrew Dodd, Resident Agent
Dunn Swamp Road
Pocomoke City, Maryland

Defendant

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CASE NO.

80751



COMPLAINT

Comes now the Plaintiff, Robert L. Purcell, by and through his attorney, Richard M. McGill, and for his cause of action against the Defendant, Five Star Broadcasting, Inc., states as follows:

COUNT I

1. That the Plaintiff, Robert L. Purcell, hereinafter referred to as "Purcell" is an adult citizen of the United States of America and was a resident of Montgomery County, Maryland, at the time the Promissory Note at issue was entered and at all times pertinent hereto.

2. That the Defendant, Five Star Broadcasting, Inc., hereinafter referred to as "Five Star Broadcasting", is a New Jersey Corporation and is licensed as a foreign corporation in the State of Maryland doing business principally in the Pocomoke City, Maryland, area.

3. That all payments required under the Promissory Note in question were to be paid to Plaintiff Purcell at 10501 Carrollton Road, Rockville, Montgomery County, Maryland 20853.

4. That on or about the 29th day of May 1987, the Defendant, Five Star Broadcasting, executed a Promissory Note in favor of Purcell. A true copy of said Promissory Note is attached hereto as Exhibit "A" and is incorporated herein by reference as if repeated full verbatim.

5. Pursuant to the terms of said Promissory Note, the Defendant, Five Star Broadcasting, is obligated to repay the principal amount of \$350,000.00 together with interest at the rate of 8% on or before the first day of June 2007.

6. That said Promissory Note provides in part, under the paragraph ACCELERATION, that

"an event of default shall occur if any of the following events shall happen:

(a) A default by the Maker in the payment of any installment of the principal of and interest on this Note when it becomes due and payable and such default continues for more than thirty (30) days after the President of Maker has received, at the then-current address of said Maker, written notice specifying such default and requiring it to be remedied; . . . "


7. That said Promissory Note is in default as no payment has been made by Defendant Five Star Broadcasting since April 1991.

8. That despite due demand, the Defendant, Five Star Broadcasting, has failed and refused and continues to fail and refuse to pay the indebtedness under the terms of the said Promissory Note.

9. That counsel for the Plaintiff notified the President of the Maker of the Note, Five Star Broadcasting, Inc., in letters of July 10, 1991 and August 1, 1991, that the Note was in default and requested that the default be remedied within thirty (30) days of said letters. Both letters are attached hereto as Exhibit "B", and are incorporated herein by reference.

10. As of the first day of September, 1991, there was due and owing under the said Promissory Note, the sum of \$334,632.45, principal plus interest, with interest continuing to accrue at the rate of \$71.04 per diem, from September 2, 1991, until paid in full.

WHEREFORE, the Plaintiff, Robert L. Purcell, prays that judgment be entered against the Defendant, Five Star Broadcasting, Inc., in the amount of \$334,632.45, together with interest at the rate of \$71.04 per diem from September 2, 1991, until all amounts are paid in full.


RICHARD M. MCGILL
ATTORNEY FOR PLAINTIFF
14713 Main Street
P.O. Box 358
Upper Marlboro, Maryland 20773
(301) 627-5222

Schedule E

PROMISSORY NOTE

\$350,000.000

Date:

FOR VALUE RECEIVED, Five Star Broadcasting, Inc. (herein called "Maker") hereby promises to pay to the order of Robert L. Purcell the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) with interest at the rate of 8% per annum on the unpaid balance thereof as hereinafter stipulated. On the 30th day after date hereof a payment of principal and interest of Two Thousand Nine Hundred Twenty-Seven Dollars and Ninety-Three Cents (\$2,927.93) shall be payable, and like monthly payments of Two Thousand Nine Hundred Twenty-Seven Dollars and Ninety-Three Cents (\$2,927.93) thereafter for a total of two hundred forty (240) monthly payments.

ORIGIN OF NOTE

This note is delivered by Maker pursuant to a Purchase Agreement, dated March , 1987, between Robert L. Purcell (SELLER) and Maker (BUYER) for the sale/purchase of those certain assets of Standard Broadcast Station WDMV, Pocomoke City, Maryland.

OPTIONAL PREPAYMENT OF PRINCIPAL

The Maker may at any time, without the written consent of the Payee, prepay all or any part of the unpaid principal sum hereof.

PLACE OF PAYMENT

Payment of the principal sum shall be made in lawful money of the United States of America at 15010 Carrolton Road, Rockville, Maryland 20853, or at such other place as the Payee may indicate to Maker.

SECURITY

Payment of the principal of this Note is secured by security instruments on the real and personal property of Station WDMV, Pocomoke City, Maryland, and an escrow of the capital stock of Maker as of the date hereof for a period of three (3) years.

ACCELERATION

An event of default shall occur if any of the following event(s) shall happen:

- (a) A default by the Maker in the payment of any installment of the principal of and interest on this Note when it becomes due and payable and such default continues for more than 30 days after the President of the Maker has received, at the then-current address of said Maker, written notice specifying such default and requiring it to be remedied;
- (b) The sale by Maker of all or substantially all of the assets of Standard Broadcast Station WDMV, Pocomoke

City, Maryland which sale is consummated prior to the due date for payment under the Note;

(c) The involvement of Maker or its assigns, in financial difficulties as evidenced by:

- (i) filing a petition in bankruptcy or for adoption of an arrangement under the Bankruptcy Act, as now or in the future amended, or filing an answer or admission asking such relief; or
- (ii) making a general assignment for the benefit of creditors; or
- (iii) consenting to the appointment of a trustee or receiver for all or a major portion of their property; or
- (iv) being adjudicated a bankrupt; or
- (v) the entry of a court order appointing a receiver or trustee for all or a major part of their property, or approving a petition filed against them under the Bankruptcy Act, as now or in the future amended (in both cases, without their consent), which order shall not be vacated, denied, set aside or stayed within 60 days from the date of entry;

Then, and in any such event, the holder hereof may at his option, by written notice to Maker, declare the entire principal amount hereof to be immediately due and payable without presentment, demand, protest, notice of protest or other notice of any kind, all of which are expressly waived by Maker.

City, Maryland which sale is consummated prior to the due date for payment under the Note;

(c) The involvement of Maker or its assigns, in financial difficulties as evidenced by:

- (i) filing a petition in bankruptcy or for adoption of an arrangement under the Bankruptcy Act, as now or in the future amended, or filing an answer or admission asking such relief; or
- (ii) making a general assignment for the benefit of creditors; or
- (iii) consenting to the appointment of a trustee or receiver for all or a major portion of their property; or
- (iv) being adjudicated a bankrupt; or
- (v) the entry of a court order appointing a receiver or trustee for all or a major part of their property, or approving a petition filed against them under the Bankruptcy Act, as now or in the future amended (in both cases, without their consent), which order shall not be vacated, denied, set aside or stayed within 60 days from the date of entry;

Then, and in any such event, the holder hereof may at his option, by written notice to Maker, declare the entire principal amount hereof to be immediately due and payable without presentment, demand, protest, notice of protest or other notice of any kind, all of which are expressly waived by Maker.

MAKER

ATTEST:

Five Star Broadcasting, Inc.

, Secretary

By

Sid Friedman, President

RICHARD M. MCGILL

ATTORNEY AT LAW

14713 MAIN STREET

P.O. BOX 219

UPPER MERIDEN, MD 20772

ASSOCIATE

BENJAMIN J. WOOLERY

(301) 627-5222

July 10, 1991

Sid Friedman, President
Five Star Broadcasting, Inc.
42 Marlow Road
Wayne, New Jersey 07470

Dear Mr. Friedman:

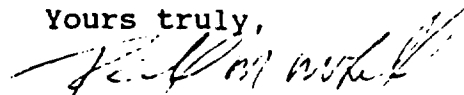
Please be advised I have been retained by Robert L. Purcell with regard to the collection of funds of a Promissory Note in the amount of \$350,000.00 dated March 1987.

You were previously notified by Mr. Purcell on April 3, 1991 that the Note was in default. I further understand that since said letter to you no further payment has been made. Since default has occurred, Mr. Purcell has elected to accelerate payment of the Note pursuant to the terms of said Note and therefore declares that the entire principal amount due and owing as of this date is immediately payable. I am sure you are familiar with the amortization schedule regarding this Note and said schedule indicates that as of February 1, 1991, the last date you were current, the balance due was \$319,712.58. At 8% interest per annum, the monthly interest is \$2,131.41. Consequently, I calculate that as of July 1, 1991, the principal balance due is \$330,369.63. On behalf of Mr. Purcell, I demand immediate payment.

Should this balance not be paid on or before July 25, 1991, I will file for appropriate legal relief in the Maryland State Courts.

Trusting I will hear from you within the next 15 days, I am

Yours truly,



Richard M. McGill

RMM:ko
cc: Mr. Robert Purcell